

CITY COUNCIL
ATLANTA, GEORGIA

04-R-2117

A RESOLUTION BY Councilmember C. T. Martin

04-R-

A RESOLUTION REQUESTING APPROVAL OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE MAYOR AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) LOCAL 1644; AND FOR OTHER PURPOSES.

WHEREAS, AFSCME Local 1644 is an employee organization recognized by the City of Atlanta; and

WHEREAS, There is no current Memorandum of Understanding between the Mayor and AFSCME; and

WHEREAS, The Mayor and AFSCME have met and conferred in accordance with City of Atlanta Code; and

WHEREAS, The Mayor and AFSCME have reached a consensus embodied in a written Memorandum of Understanding; and

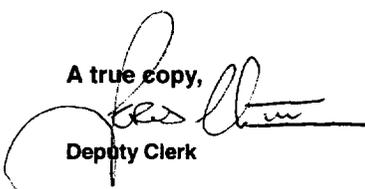
WHEREAS, The Memorandum of Understanding is subject to City Council approval.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

SECTION 1: That the Council of the City of Atlanta approves the Memorandum of Understanding (MOU) between the Mayor and the American Federation of State, County and Municipal Employees (AFSCME) Local 1644.

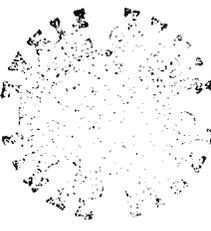
SECTION 2: That said MOU shall be in effect for a period of one year.

A true copy,


Deputy Clerk

ADOPTED by the City Council
APPROVED by the Mayor

NOV 15, 2004
NOV 16, 2004



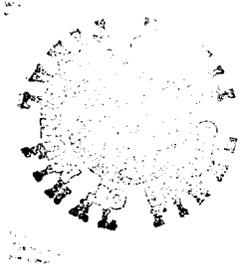
MEMORANDUM OF UNDERSTANDING

between

**THE MAYOR OF THE
CITY OF ATLANTA**

and

**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
Local 1644**



MEMORANDUM OF UNDERSTANDING
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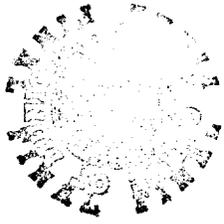
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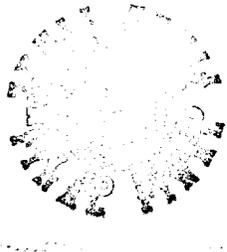
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Preamble

This Memorandum of Understanding is entered into by the Mayor of the City of Atlanta, Shirley Franklin, hereinafter referred to as the Mayor, and Union Local 1644, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as AFSCME, pursuant to Section 114-505 of the Code of Ordinances.

Purpose. This Memorandum of Understanding (“MOU”) is designed to promote harmonious relations, cooperation, and understanding between the Mayor, AFSCME and the covered employees. The MOU serves to ensure the well-being and continuous development of employees and the efficient operation of the departments in which they are employed; establishes and maintains an understanding relative to personnel policies, practices and procedures involving wages, hours, and other conditions of employment; and, provides a means for amicable discussion and reconciliation on matters of mutual interest. The fundamental precept is to cultivate a stronger partnership through Meet & Confer Sessions and discussions, thereby elevating the level of participation by AFSCME as we work together to improve the delivery of quality customer service to Atlanta’s citizens.



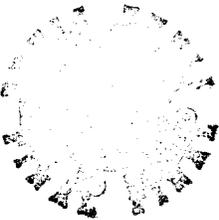
CHAPTER I
RECOGNITION OF PARTIES AND AUTHORITY

General Provisions. AFSCME has been approved and recognized, in accordance with the dues authorization card provisions set forth in the City Code of Ordinances (hereinafter referred to as “Code” or “Ordinances”), Chapter 114, Sec. 114-28, Deduction of labor organization dues from salaries. The Mayor or her designee recognizes AFSCME and its designated Union Stewards, Chapter Chairperson, Local President and representatives, whether local or international.

Community of Interest. AFSCME represents certain skilled craft, maintenance, laborer and service employees, holding certain job classifications in pay grade 18 and down, in the following departments of the City of Atlanta: Aviation; Corrections; Parks, Recreation and Cultural Affairs; Planning and Community Development; Public Works; and Watershed Management; and the Office of General Services. An itemized list of the job classifications represented by AFSCME in the above departments is attached hereto as Exhibit “A.” The aforementioned employees share a community of interest with respect to hours of work, wages and other terms and conditions of employment. This description of the community of interest represented by AFSCME is not intended to prevent AFSCME from continuing to organize employees in departments or job classifications not listed.

AFSCME may enlarge its community of interest by submitting additional authorization for dues deduction cards at any time for individuals in the classifications listed on Exhibit “A.” AFSCME may also submit authorization for dues deduction cards at any time for any classification not listed on Exhibit “A” if it submits cards for 50% plus 1 of the employees in that classification in that department.

Regular Meetings. During the term of this MOU, the Mayor or her designee shall engage in periodic discussions with AFSCME (or when either party requests such) regarding legislative changes to hours of work, wages and other terms and conditions of employment, where possible, prior to submission of relevant legislation to the City Council. If the legislative changes are not submitted to AFSCME for discussion prior to submission to the City Council it will be discussed prior to consideration by the full City Council. In addition, the Mayor or her designee shall discuss anticipated changes in Department



Policy and Procedure Bulletins (“PPB”) with AFSCME. The discussions shall be governed by applicable city, state and federal law.

Training of Managers. The Mayor or her designee will provide training to managers and employees regarding the articles set forth in this MOU to promote a harmonious work environment.

Performance Evaluation System. The Mayor or her designee shall also ensure that AFSCME is afforded the opportunity to participate in the Performance Evaluation System set forth by the executive branch of government.

Executive Authority. This MOU is entered into by the Mayor of the City of Atlanta in her capacity as head of the executive branch, and the provisions of Code Section 114-505(b). Notwithstanding the provisions of this Memorandum, the Mayor expressly retains and reserves all authority granted her by the City of Atlanta Charter and Code of Ordinances.



CHAPTER II
ADMINISTRATION OF UNDERSTANDING

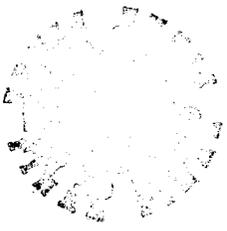
Preservation of Chapters. Should any chapter, section or portion of this MOU be found in conflict with federal, state or local laws, such findings shall apply only to the specific article, section or portion involved and shall not invalidate the remaining portions of the MOU. This MOU is not designed to serve as a collective bargaining agreement.

Notice, Formal and Informal. Any formal notice to be given pursuant to this MOU to the Mayor or her designee shall be given to the Commissioner, Department of Human Resources (DHR) in writing, by certified mail. Any formal notice to be given to AFSCME shall be in writing, by certified mail, addressed to the Executive Director, Local 1644, American Federation of State, County and Municipal Employees, AFL-CIO, 1311A Fulton Industrial Boulevard, Northwest, Atlanta, Georgia 30336-1598. Unless formal notice is specified, informal notice, by delivering a written document in person or by regular mail to the persons specified in the previous paragraph, will suffice.

Duration of Understanding. The provisions of this MOU shall remain in full force and effect for a period of one (1) year. See Code Sec. 114-505(b).

Civil Service Code and Labor Relations Code. The Mayor or her designee, AFSCME and other employees shall follow all employer/employee guidelines set forth in Chapter 114 of the Code of Ordinances of the City of Atlanta. The City shall make available copies of the Civil Service Code and the Labor Relations Code to all employees, upon request.

Civil Service Board. AFSCME will submit names of candidates for Hearing Officer positions to the Mayor. In filling vacancies on the Civil Service Board, the Mayor will consider candidates recommended by AFSCME.



CHAPTER III **UNION STEWARDS AND REPRESENTATION**

Access by Union to City Property. Union staff representatives shall be admitted to the buildings and grounds of the City during working hours for the purpose of assisting in the resolution of grievances, and the conducting of other Union business, except Union solicitation and Union meetings, or Union activities which would disrupt the normal work schedule. Meetings with all employees assigned to a particular area may be requested by AFSCME Representative or Chapter Chairperson and held on City property during work hours upon prior notification and approval of the Commissioner of the affected department and the HR Commissioner or their respective designees, which permission shall not be unreasonably withheld. No employee shall be required to attend any such meeting.

Designation of Union Representatives. AFSCME shall notify the HR Commissioner within five (5) days of the designation of changes for Union Stewards and Chapter Officers. A written list of Union Stewards and Chapter Officers shall be furnished to the HR Commissioner within ten (10) days after their designation.

Release Time. Five (5) AFSCME representatives (President, Vice President, Member at Large, Chapter Chair 1644, and Chapter Chair Corrections 04) may be released from duty for the purpose of administering this MOU, at the discretion of the appointing authority. These designated individuals shall be compensated at their usual rate of pay during the release time. A maximum of twenty (20) calendar days total per year may be permitted, to be apportioned among the designated individuals by the Union. Following each day used for release time, the released individual shall submit a report, in a format to be determined by DHR, accounting for the usage of the time and detailing any findings and recommended actions. Copies of the report shall be sent to the appropriate department head and the HR Commissioner.

Compensation for Union Representatives for Union-Related Work. The appropriate Union Stewards or Chapter Chairperson may be granted reasonable paid time off during working hours to investigate employee concerns and grievances during the grievance or disciplinary process or to meet and confer with the HR Commissioner, upon giving notice and receiving approval by his/her supervisor, which approval may not be unreasonably withheld. All investigative work must be conducted prior to any



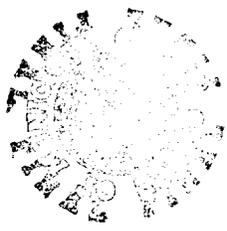
grievance meeting. The AFSCME Steward or the Chapter Chairperson, the aggrieved employee and required witnesses shall be granted reasonable paid time off during working hours to meet with the appropriate person at each step in the grievance process.

Right to Union Representation. Pursuant to section 114-522 of the Code of Ordinances, classified employees shall have the right of representation at all stages of the grievance procedure, including during any investigatory interview of the employee that could reasonably lead to disciplinary action. After a request for representation, a reasonable amount of time must be afforded the employee to secure his/her representative. For the purpose of this article, a reasonable amount of time to obtain representation will be two (2) hours for incidents that could lead to alcohol/drug tests or emergency situations. In all other cases, a reasonable amount of time will be up to eight (8) hours.

Compensation for Witnesses. If an employee appellant/grievant or witness is required by the City or as a witness for the employee to come in when he/she is not scheduled to work in order to attend the grievance meeting, or appeal hearing, the employee shall be compensated in the manner provided by City ordinance. See Code Section 114-550 (4).

Presence at Employee Orientations. AFSCME may attend all new employee orientations, make a brief presentation about the benefits of membership in AFSCME, and distribute literature promoting membership in AFSCME.

Grievance Process, Discipline and Appeals. The Labor-Management Relations Ordinance of the City of Atlanta [Section 114-501 to 575] shall govern the grievance, discipline, and appeals process. The Mayor or her designee may engage in periodic discussions with AFSCME regarding legislative changes to the City's Labor Relations Code and Civil Service Code. All parties must strictly adhere to the time frames and chain of command for responding to grievances set forth in the Code.



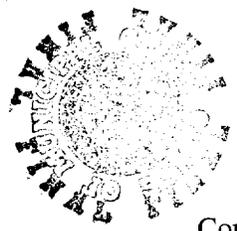
CHAPTER IV UNION OPERATION

Bulletin Boards. The City shall provide reasonable bulletin board space where notices of official Union matters may be posted by Union representatives. Bulletin boards shall be in conspicuous places and accessible to Union officials. AFSCME is encouraged to work with the City in disseminating applicable City policies to its members and other City employees.

Payroll Deduction of Union Dues. Eligible permanent employees (non-probationary) of the City of Atlanta may authorize payroll deductions for the purpose of paying Union dues. No authorization shall be allowed for the payment of initiation fees, assessments or fines. A form, which is mutually acceptable to the City and AFSCME, shall be used by each employee to authorize deductions for Union dues. Any such form shall provide for its revocation by the employee without penalty during the months of January and July of each year upon written notice to the Chief Financial Officer and Local 1644 Executive Director. The City shall notify AFSCME within a reasonable period of time following receipt of such revocation(s) of all individuals who have terminated their authorization for dues deduction.

Increase in Dues. In the event AFSCME members vote to increase Union dues, the Secretary-Treasurer of AFSCME shall notify the City's Chief Financial Officer at least thirty (30) days prior to the effective date of the dues increase. The dues shall be deducted in an amount certified by AFSCME, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of AFSCME by the tenth (10th) day after payroll. In addition, the City will submit monthly to AFSCME a listing of all new eligible employees within the bargaining unit. AFSCME will indemnify, and hold the City harmless against any claims made or any suits instituted against the City resulting from payroll deduction of Union dues. AFSCME agrees to refund to the City any amounts paid to it in error through payroll deduction upon presentation of proper evidence thereof.

Eligibility for Dues Deduction. The HR Commissioner and AFSCME will together determine which classifications in the eligible Departments, Bureaus and Officers will be eligible for dues deduction. When a position is reclassified, dues deduction will be automatically continued unless the HR



Commissioner and AFSCME determine that the classification is no longer eligible for dues deduction. An "Authorization For Payroll Deduction" form appears at the conclusion of this chapter.

Certification as an Employee Organization. The Mayor agrees to support legislation that will amend the City of Atlanta Labor Relations Ordinance Sec. 114-28 substantially as follows:

Any organization recognized as an employee organization as defined by subsection (c) of this section shall, not later than September 1 every four years in odd-numbered years, submit to the chief financial officer authorization cards signed by at least 50 percent, plus one of the total number of eligible employees in its defined community of interest.

Job Action. In accordance with state law and the City ordinance governing the payroll deduction of dues, AFSCME shall not engage in, encourage, or approve any strike, slowdown or other work stoppage growing out of any dispute relating to the terms of this MOU. Violation of this provision will be considered a material breach and will negate every provision of this MOU. AFSCME shall take whatever lawful steps necessary to prevent any interruption of work in violation of this MOU. The Mayor and AFSCME recognize that all matters of controversy coming within the scope of this MOU shall be settled by procedures established in the MOU.



AUTHORIZATION FOR PAYROLL DEDUCTION
City of Atlanta, Georgia

By: _____
(Please Print) Last Name-First Name Initial

Dept: _____

Address: _____

Phone: _____

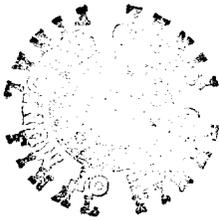
Street City Zip

I, the undersigned, hereby designate the American Federation of State, County and Municipal Employees, AFL-CIO, as my duly chosen and authorized representative on matters relating to my employment. I further request and authorize the deduction from my earnings each payroll period an amount sufficient to provide for the regular payment of the current rate of monthly Union dues established by the AFSCME Local Union. The amount shall be so certified. The amount deducted shall be paid to the Treasurer of the Local Union, AFSCME. I understand that I may revoke this authorization during the months of January and July by written notice to the Chief Financial Officer and the Executive Director of AFSCME Local 1644.

Social Security No. _____

Signed: _____

Date: _____



CHAPTER V
TERMS AND CONDITIONS OF EMPLOYMENT

Overtime and Compensatory Time. Overtime shall be paid in accordance with the Fair Labor Standards Act (FLSA).

Overtime. Overtime shall not be compulsory or mandatory except in the case of emergencies or the inability to recruit sufficient employees willing to voluntarily work overtime. In those cases, rotation rosters will be compiled and posted to determine which employees will work mandatory or compulsory overtime. Those selected will be given 24 -hour notice when possible. In cases of immediate emergency as required to maintain an acceptable level of service to citizens, no employee shall refuse to work mandated overtime.

Overtime to be Offered Equally within Classification/Area. Overtime, to the extent practicable, shall be offered so that employees in the same classification and the same area shall have an equal opportunity to accept or decline overtime. A system of rotation will be established and the departmental specifics discussed with and agreed to by the parties prior to implementation.

Compensatory Time for Non-Exempt Employees. Employees nonexempt from FLSA may be given compensatory time off in lieu of overtime pay at the same overtime rate to which the employee is entitled, provided there is an agreement or understanding with the employee to do so before overtime is performed.

Usage of Compensatory Time by Non-Exempt Employees. Each employee must use all compensatory time accrued by the end of the calendar year in which the time was earned. Except when work emergencies prevent the use of properly requested and approved leave, such leave may, with the request of the department head and the approval of the HR Commissioner, be used in the following calendar year. Request for compensatory time will not be unreasonably denied and will not be denied to avoid the payment of overtime. Under no circumstances will an employee with accrued compensatory time lose



that time. Any employee who reaches the maximum accrual of compensatory time and is not permitted to carry it over will be paid for the time.

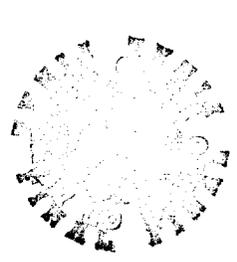
Maximum Accrual of Compensatory Time. All non-exempt employees can accrue a maximum of 160 hours of compensatory time.

Reporting and Call Back Pay. The parties will explore budgeting for reporting and call back pay in the next budget cycle as follows: “Employees required to report to work prior to their regularly scheduled time or who are called back to perform a task after completion of their regular shift shall be paid in accordance with FLSA and appropriate state and City regulations. Reporting and call back pay shall equal a minimum of four hours pay at the employee’s regular rate of pay.”

Inclement Weather. Inclement weather is defined as extreme conditions of heat, cold, snow, ice, rain and high winds, or combination of the above, in the opinion of the Appointing Authority or his/her designee. Inclement weather would result in conditions that are detrimental to the health, safety and welfare of the employees in performing their normal duties and responsibilities and would prevent or curtail performance of these duties. Employees whose duties require them to work outside during inclement weather shall be assigned duties inside or shall be allowed to seek safe shelter inside until such inclement weather conditions improve. If an employee is required to work outside in inclement weather, safety precautions shall be taken to include the use of proper equipment.

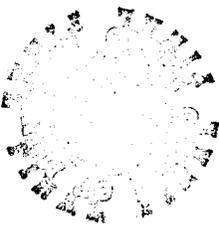
Working Conditions. Working conditions including, but not limited to, sick leave, injury on duty, leave of absence, hours of work, overtime and all other working conditions shall be governed by City ordinances and Civil Service Rules and Regulations.

Seniority used in the context of designated vacation periods shall be determined by length of service within the department. Code Section 114-415(2). Seniority with regard to accumulation of vacation time or calculations of retention points during a reduction in force shall be determined by length of service in City employment. Seniority and an employee’s most recent performance evaluation rating are the factors used to calculate retention points.



CHAPTER VI
CONTRACTING AND SUBCONTRACTING

No Subcontracting Permitted Absent Financial Emergency. During the term of this MOU, the Mayor will not propose to contract out or to subcontract the work now being performed by present employees covered by this MOU, without first discussing the impact of such proposal with AFSCME.



CHAPTER VII
LEAVE BENEFITS

Annual Leave. Employees shall be granted annual leave in accordance with the following schedule:

<u>Years of continuous Service</u>	<u>Days/Hours Accrued</u>	<u>Maximum Accrual (Carry Over)</u>
0 to 5 Years	12 Days/ 96 Hours	25 Days/ 200 Hours
5 to 10 Years	15 Days/ 120 Hours	25 Days/ 200 Hours
10 to 15 Years	18 Days/ 144 Hours	35 Days/ 280 Hours
15 to 20 Years	21 Days/ 168 Hours	35 Days/ 280 Hours
20 Years & Up	25 Days/ 200 Hours	45 Days/ 360 Hours

Rate of Pay for Annual Leave. The rate of pay for annual leave shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the pay day immediately preceding the employee's vacation period, but will not include shift differential pay.

Seniority and Classification Determines Leave. The employer will determine the number of employees on annual leave in a given week to assure orderly operation of the respective divisions, facilities, and functions. Within these parameters annual leave will be granted as far as possible in advance in accordance with employee preference and in line with departmental seniority and employee classification.

Posting of Vacation Schedule. A vacation schedule shall be posted no later than the 1st week of each year in order to permit employees to express their choice of annual leave days by February 1st. The schedule shall contain the number of employees who can take annual leave on the same day and each employee's annual leave approval shall be posted no later than February 15th. After February 15,



additional vacation days will be approved on a first come, first served basis. Failure of the City to strictly comply with these provisions will not be grounds for a grievance.

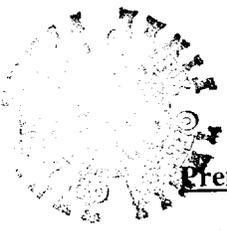
Advance Pay for Annual Leave. An employee may receive advance pay two (2) working days prior to the employee's regular payday if the annual leave is for five (5) continuous working days or more. The employee must apply in person for the pay to their department head at least two weeks prior to taking annual leave.

Sick Leave. Employees in permanent, full-time status earn 13 days of sick leave each year. Maximum accumulation of sick leave is unlimited. Sick leave may not be used in units of less than two hours. Absences of three (3) or more consecutive days for illness may require a doctor's excuse.

Eligibility for Sick leave. Employees eligible for sick leave with pay shall be granted such leave by the Department head for the following reasons: personal illness, injury, or disability; consultation or treatment for personal medical, dental, chiropractic, or optical conditions; exposure to a contagious disease that would endanger others; reasons of maternity; or death or illness of a member of an employee's family, as defined by the Code, that requires the employee's personal care and attendance. An employee's Bureau Director or Department Head may require verification of a death or illness. Such verification must be submitted in a reasonable time frame.

Advancement of Sick Leave. In case of emergency, employees who, because of protracted illness, have used all accumulated sick leave and annual leave, may be advanced sick leave upon the recommendation of the HR Commissioner and/or the approval of the Chief Financial Officer.

Holidays. The following days shall be recognized and observed as paid holidays during the term of the MOU: New Year's Day (January 1), Martin Luther King's Birthday (Third Monday in January), Memorial Day (Last Monday in May), Independence Day (July 4), Labor Day (First Monday in September), Veterans Day (November 11), Thanksgiving (Fourth Thursday and Friday in November), and Christmas Day (December 25).



Premium Pay for Work on Holidays. Employees assigned to work on a given holiday shall be paid in accordance with Code Section 114-414.

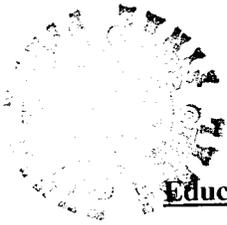
Family and Medical Leave. Classified, unclassified and temporary employees, who have worked at the city for at least twelve (12) months and have provided at least twelve hundred and fifty (1,250) hours of service during the twelve (12) months before the date leave is to begin, shall be entitled to take family and medical leave.

Usage of Family and Medical Leave. Eligible employees may take up to a total of twelve (12) weeks of leave during any twelve (12) month period for one or more of the following reasons: the birth of a child; the placement of a child with the employee for adoption or foster care; the care of the employee's spouse, son, daughter, or parent who has a serious health condition; or a serious health condition that makes the employee unable to perform the essential functions of the employee's position. Family medical leave can be a combination of annual leave, sick leave, and leave without pay. Non-exempt employees may request to use compensatory time for family medical leave.

Return from Family and Medical Leave. This entitlement guarantees that the employee who takes family medical leave has the same job or a job with equivalent status and pay when he/she returns from leave. The City will continue an employee's health benefit coverage during the leave period with the employee remaining responsible for his/her share of the premium. An employee who fails to return from Family Medical Leave will be responsible for the City's portion of insurance premiums for the period of the leave.

Application for Family and Medical Leave. Employees wishing to apply for family medical leave should contact the DHR.

Maternity Leave. Maternity leave shall be defined as a period of approved absence because of incapacity relating to pregnancy and confinement. Maternity leave may be charged to sick leave or any combination of sick leave, annual leave and leave without pay at the employee's option.



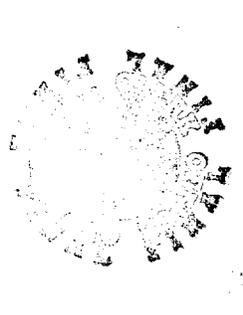
Educational Leave. Educational Leave is granted to permanent full-time employees only when it does not adversely affect City services. City employees will continue to be allowed to participate in the Georgia State University Education Benefit Program. The city agrees to permit city employees to attend Georgia State University without the cost of tuition. Union Stewards receiving Union-sponsored training may request an educational leave of absence. The leave of absence must be approved by the appointing authority within the Department.

Military Leave. Any employee who, in order to perform military service, has left or leaves a position in the service of the city, other than a temporary position, and who:
receives a certificate of completion of military service; is still qualified to perform the duties of such position; and makes application for re-employment within 90 days after such person has been relieved from such service shall be restored to such position or to a position with like seniority, status and pay, unless the circumstances of the city have so changed as to make it impossible or unreasonable to do so.

Civil Leave. An employee shall be entitled to time off with pay when performing jury duty or when subpoenaed to appear before any public body or commission.

Leave of Absence Without Pay. Leave of Absence without pay may be granted to permanent employees by the department head, upon notification to the HR Commissioner, for a period not to exceed one (1) year pursuant to Section 114-422 of the Code.

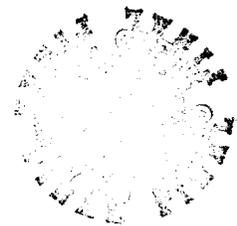
Other Provisions. Failure to return at the expiration of approved leave shall be considered as absence without leave. All other provisions are governed by applicable provisions of the Code.



CHAPTER VIII
DISPARATE TREATMENT PROHIBITED

No Discrimination. AFSCME and the Mayor agree, in accordance with applicable city, state and federal laws, that no employee shall be discriminated against, harassed or discharged because of Union membership, race, sex, age, national origin, marital status, sexual orientation, religion, political affiliation or physical disability. The term "employee" used in this MOU refers to both female and male.

Union Membership Voluntary. This MOU cannot be construed to require an employee to join AFSCME or any other employee organization. Neither AFSCME nor the City shall coerce any employee in the exercise of the right to join or not join AFSCME. The executive branch of government, its supervisors, AFSCME, or any other person in authority shall not coerce, intimidate, harass or in any other manner discriminate against any employee who exercises the right to join, not join, or continue membership in AFSCME. (See Atlanta City Code Sec. 114-504)



CHAPTER IX
DRUG ABUSE AND REHABILITATION PROGRAM

The Alcohol and Drug Abuse Rehabilitation Program shall be adhered to as prescribed by the Substance Abuse Policy in Sections 114-566 through 575 of the Code of Ordinances of the City of Atlanta.



CHAPTER X
RETIREMENT

All permanent employees of the City, except those who are required to or have chosen to be part of the defined contribution plan, and except sworn police and fire personnel, participate in the General Employees' Pension Plan. The benefit formula is as follows:

$$2\% \quad \times \quad \text{Years of Service} \quad \times \quad \text{Average Monthly Salary} \\ \text{(highest three consecutive years).}$$

Retirement options include:

Normal Retirement	Age 60 with 15 years of service
Early Retirement	15 years of service (benefit reduced depending upon age at retirement).

Employees may also vest their pension after at least five years of service and termination of employment. Under this option, they will receive a pension benefit in accordance with the terms of the pension plan starting at age 60, provided the employee's pension contributions are maintained in the fund. Employees who do not retire are eligible for a refund of their contributions plus 5 percent interest per annum, upon leaving employment. The Employee's percentage contribution to the General Employees' Pension Plan will not increase over the term of this agreement. The parties agree that they will work together to determine the feasibility and will make every effort to increase the percentage by which the benefit is determined. This MOU is designed to be consistent with existing City of Atlanta ordinances, state and federal law that now or hereafter may designate the retirement benefits of covered employees. It is the intention of the Mayor and AFSCME to undertake no action relative to pension benefits that is in conflict with recommendations of the Pension Technical Advisory Committee.



IN WITNESS WHEREOF, the parties agree and affix their signatures below on this _____ day of _____, 2004.

FOR THE:

AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO, Local 1644

Homer Cook, President
AFSCME Local 1644

Patrick Baker, Vice President
AFSCME Local 1644

Kenneth Morris, Chapter Chair 1644
AFSCME Local 1644

Ellis Williams, Chapter Chair 04
AFSCME Local 1644

Tracey Thornhill, Member at Large
AFSCME Local 1644

Lewis Peoples, Area Field Services Director
AFSCME International Union

FOR THE:

CITY OF ATLANTA

Shirley Franklin
Shirley Franklin, Mayor
City of Atlanta

Lynette M. Young
Lynette Young, Chief Operating Officer
City of Atlanta

Benita C. Ransom
Benita C. Ransom, Commissioner
Department of Human Resources

RCS# 6291
11/15/04
9:31 PM

Atlanta City Council

Regular Session

PERSONAL

COUNCILMEMBER MARTIN
MOU WITH AFSCME
ADOPT

YEAS: 9
NAYS: 3
ABSTENTIONS: 0
NOT VOTING: 3
EXCUSED: 0
ABSENT 1

Y Smith	NV Archibong	N Moore	B Mitchell
Y Starnes	Y Fauver	Y Martin	Y Norwood
Y Young	Y Shook	Y Maddox	N Willis
Y Winslow	NV Muller	N Sheperd	NV Borders

PERSONAL

04-R-2117
 (Do Not Write Above This Line)

A RESOLUTION REQUESTING APPROVAL OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE MAYOR AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) LOCAL 1644; AND FOR OTHER PURPOSES.

ADOPTED BY

NOV 15 2004

COUNCIL

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1st ADOPT 2nd READ & REFER
- PERSONAL PAPER **ADOPTED**

Date Referred

Referred To:

Date Referred

Referred To:

Date Referred

Referred To:

First Reading

Committee _____
 Date _____
 Chair _____
 Referred to _____

Committee

Date

Chair

Actions

Fav, Adv, Held (see rev. side)

Other

Members

Refer To

Committee

Date

Chair

Actions

Fav, Adv, Held (see rev. side)

Other

Members

Refer To

Committee

Date

Chair

Actions

Fav, Adv, Held (see rev. side)

Other

Members

Refer To

Committee

Date

Chair

Actions

Fav, Adv, Held (see rev. side)

Other

Members

Refer To

FINAL COUNCIL ACTION

2nd 1st & 2nd 3rd
Readings

Consent V Vote RC Vote

CERTIFIED

CERTIFIED
 NOV 15 2004
 ATLANTA CITY COUNCIL PRESIDENT
Janice M. Parker

MAYOR'S ACTION

APPROVED
Curley Frankel
 NOV 15 2004
 MAYOR